

**ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED**  
**(A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA)**

**BIDDING DOCUMENTS**  
**FOR THE WORK OF**

**Name of work: APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices.**

**TWO PART BID**  
**(WITH REVERSE TENDERING)**

**TENDER SPECIFICATION**

**NOTICE INVITING TENDERS (NIT) NO.**  
**APSPCL-e-C- 28/2021-22/SE/Civil/APSPCL, Dt. 22.02.2022**

**ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED**  
**TENDER CUM AUCTION (REVERSE TENDERING) NOTICE**

**Tender Notice No. APSPCL-e-C- 28/2021-22/SE/Civil/APSPCL, Dt. 22.02.2022**

1.	Department Name	Andhra Pradesh Solar Power Corporation Private Limited (A J V Company Of Govt. Of Andhra Pradesh And Govt. Of India)
2.	Circle/Division Name	Superintending Engineer/Civil/APSPCL/Tadepalli.
3.	Tender Notice No.	<b><u>APSPCL-e-C- 28/2021-22/SE/Civil/APSPCL, Dt. 22.02.2022</u></b>
4.	Name of Work	APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices.
5.	Estimated Contract Value (Approximately)	<b>Rs.2,01,07,288/- (Rupees Two Core One Lakh Seven Thousand Two Hundred and Eighty Eight Only)</b>
6.	Period of Contract	12 Months
7.	Form of Contract	L.S
8.	Tender Type	Open with Reverse Tendering
9.	Tender Category	Providing Office Assistance
10.	Transaction Fee Payable to MD/ APTS payable at Vijayawada (including GST)	<b>Rs 7,118/- (Rupees Seven Thousand One Hundred and Eighteen Only)</b>
11.	Bid Security (EMD)	<b>Rs.2,01,500/- (Rupees Two Lakh One Thousand and Five Hundred Only)</b>
12.	Bid Security Payable to	By way of Online Payment or BG drawn on any nationalized or schedule bank in favour of Managing Director/ <b>APSPCL</b> /Tadepalli. The validity of B.G. should be for minimum period of 6 months.
13.	Process Fee	Not Applicable
14.	Schedule Available Date & Time	<b>22.02.2022, 8.00 P.M.</b>
15.	Schedule Closing Date & Time	<b>09.03.2022, 4.00 P.M.</b>
16.	Bid Submission closing Date & time	<b>09.03.2022, 5.00 P.M.</b>
17.	Bid Submission	<b>Online</b>
18.	Bid Validity	180 days from the date of opening of the Bid
19.	Pre Bid Meeting	Not Applicable
20.	<b>Last date of receipt of hard copies of EMD (Original) and self Declaration</b>	<b>10.03.2022, 3.00 P.M</b>
21.	Opening of PQ Bid	<b>10.03.2022, 3.00 P.M.</b>
22.	Opening of Commercial Bid and e-Auction (Reverse Tendering)	<b>11.03.2022, 11.00 A.M. onwards</b>
23.	Opening of Technical Bid	<b>14.03.2022, 11.00 A.M</b>
24.	Prequalification Criteria	The bidder shall upload "SELF DECLARATION" in the prescribed proforma and EMD.

25.	Eligibility Criteria	<p>(1) The bidder shall be registered as <b>Class I &amp; above</b> in any State or Central Govt. / State or Central PSU etc., (or) Registration in man power supply in any State or Central Govt. / State or Central PSU.</p> <p>(2) The bidder should have valid labour license from labour department.</p> <p>(3) The bidder should have ESI and EPF registrations.</p> <p>(4) The bidders should have GST registration.</p> <p>(5) The bidders should have PAN registration</p> <p>(6) The bidder has to furnish the qualification certificates of the key personals.</p> <p>(7) The bidders should have experience in execution of similar works as a prime contractor of value not less than <b>Rs 01.01 Cr</b> in any one year during the last 5 financial years (<b>i.e 2016-17 to 2020-21</b>) in state / Central Govt / State or Central PSU etc.,. The works under execution shall not be considered.</p> <p>(8) Liquid asset/credit facilities/Solvency certificate (not older than 12 months from the date of availability of tender specification on e-procurement platform) issued by any Indian Nationalized Bank or Scheduled bank of value not less than <b>Rs. 33.51 Lakh.</b></p>
26.	Place of Opening of Tenders	In the chambers of Superintending Engineer/Civil/ APSPCL, Flat No.501, 5 <sup>th</sup> Floor, Garuda Enclave, Tadepalli, Guntur Dist.-522 501.
27.	Officer Inviting Bids	Superintending Engineer/Civil/APSPCL/Tadepalli.
28.	Address & Contact Details	Superintending Engineer/Civil/ APSPCL, Flat No. 501, 5 <sup>th</sup> Floor, Garuda Enclave, Beside TG Plaza, Tadepalli (V&M), Guntur District-522501. Phone: +91-9848113328, +91-9440567940. E-Mail: <a href="mailto:apspcl.secivil@gmail.com">apspcl.secivil@gmail.com</a>
29.	Procedure for bid submission – Technical & Price bids	<p>a) The tender should be in the prescribed forms which can be obtained from 'e' procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enrol themselves on the 'e' procurement market-place <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> Those contractors who register themselves in the 'e' procurement market place can download the tender schedules at free of cost. The bidders shall authenticate the bid with his digital certificate for submitting the bid electronically on 'e' procurement platform <b>and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform</b> following the G.O.Ms.No.6, I.T&amp;C Department, dated. 28-02-05.</p> <p>b) Intending bidders can contact office of the Superintending Engineer/ Civil/ APSPCL, Flat No. 501, 5<sup>th</sup> Floor, Garuda Enclave, Tadepalli, Guntur Dist.-522 501. For any clarification/information on any working day during working hours.</p>

		<p>c) The bidders who are desirous of participating in e-procurement shall submit their bids etc., in the standard formats prescribed in the tender documents, displayed at "e" market place. The bidders should invariably upload the statement showing the list of documents etc., in the "e" market place in support of their Technical bids. The bidder should upload scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.</p> <p>d) Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.</p> <p>e) The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform.</p> <p>f) The Department shall carry out the bid evaluation solely based on the uploaded documents, BG towards EMD in the e-procurement system.</p> <p>g) The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI.</p> <p>h) The successful bidder shall invariably furnish the original BG towards EMD, Certificates/documents of the uploaded scanned copies to the Tender Inviting Authority before stipulated time given to him either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original BG towards EMD, certificates/documents, from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the BG towards EMD and all other certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.</p> <p>i) If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, BG towards EMD within the stipulated time or if any variation is</p>
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		<p>noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years.</p> <p>j) The successful bidder shall pay the monthly wages in the form of cheque/online payment as per the rates given in the Schedule-A of tender specification.</p> <p><b>k) The bidders are not allowed to quote more than 8% Excess on Estimated Contract Value towards contractor profit.</b></p> <p><b>l) The offers received with less than Estimated Contract Value shall be summarily rejected.</b></p> <p><b>m) If two or more bidders quote same value, then the bidder having experience in APSPCL will be given preference.</b></p>
		<p>The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger /recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.</p>
30.	Procedure for Online Reverse Auction	<p><b>1. Reverse Tendering Process:</b></p> <p>The following reverse tendering procedure will be followed as per G.O.MS.No: 67, WR(Reforms), Dept., Dt: 16.08.2019.</p> <p>a) All bidders shall furnish original hard copies of the EMD (BG/Online Payment Receipt etc) along with self declaration <i>within the stipulated time</i>, failing which their Initial Price Offer shall not be opened and they will not be taken forward into the reverse auction.</p> <p>b) All bidders shall self-declare their details under each technical and financial criterion on the e-procurement platform along with an undertaking confirming their compliance with the technical and financial criterion prescribed in the bid document.</p> <p>c) All bidders shall submit supporting documents for their submittals under each technical and financial criterion. In case of documents found to be defective, incorrect or forged and therefore claim of qualification is not supported, severe action including forfeiture of EMD shall be taken.</p>

		<p>d) The Price bids of the qualified bidders shall be opened and the lowest quoted price bid among the qualified bidders in the tender process shall be determined.</p> <p>e) To conduct the reverse tender process at least two bidders would be required.</p> <p>f) If the number of bidders participated in initial tendering are more than five (05), 60% of the bidders participated in initial tendering (counting from the bidder who has quoted lowest initial price offer) or five(05) whichever is more will be allowed for reverse tendering. If the number of bidders participated are equal or less than five (05), all bidders will be allowed to participate in the reverse tendering.</p> <p>g) The L1 Price Offer (Initial) shall be the maximum allowable Bid price for the reverse tendering process.</p> <p>h) Only one round of reverse tendering shall be carried out in which bidders can revise their bids multiple times within the time limits specified.</p> <p>i) At the start of the Reverse Tendering process the Maximum Allowable Bid Price will be set and bidders shall submit their bids in an online platform.</p> <p>j) Names of the bidders / vendors shall be anonymously masked in the Reverse Tendering process and vendors will be given suitable dummy names.</p> <p>k) The initial period of the Reverse tendering process will start after 3 hours, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.</p> <p>l) Only the current L1 bid shall be visible to all bidders who may revise their bids until the end of the process.</p> <p>m) Decrements made in each subsequent bid shall not be less than 0.5% of the IBM/ECV uploaded.</p> <p>n) The L1 bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding after the initial 3 hour period after closure of the main bidding.</p>
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		<p>o) Following the determination of the L1 bid, the L1 bidder's supporting documents under each technical and commercial criterion shall be verified. The reverse tendering process shall be on hold for a maximum period of 24 hours (1 day) while the L1 bidder's supporting documents are verified.</p> <p>p) Upon successful verification of the L1 bidder's supporting documents, the reverse tendering process shall be closed declaring the L1 bidder as "successful bidder" and the remaining bidders in the process shall be notified as "unsuccessful" and their respective EMDs shall be refunded.</p> <p>q) In case there are discrepancies between the L1 bidder's declarations under the technical and financial criteria and the supporting documents submitted, the L1 bidder shall be disqualified, his EMD shall be forfeited, he will be removed from the reverse tendering process and the remaining bidders shall be notified of the date and time when the reverse tendering process shall be resumed.</p> <p>r) The reverse tendering process shall be resumed with the L2 price as the Maximum Allowable Bid Price.</p> <p>s) Only 15 minutes shall be initially allowed for the remaining bidders to revise their bids, subject to automatic extensions of 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.</p> <p>t) The reverse tendering process shall continue until the determination of a successful bidder.</p>
31.	Statutory Requirements	<p>The contractor shall fulfill the following statutory requirements.</p> <p><b>a) <u>Labour Rules and Regulations</u></b> The tenderer shall comply with all statutory labour rules and regulations for EPF, GIS/ESI, Labour cess, Contract labour rules, Workmen compensation etc., as may be applicable.</p> <p><b>b) <u>GST</u></b> The tenderer should have registration under GST in the state of Andhra Pradesh from concerned department. The rates are exclusive of GST. Applicable GST on date will be allowed on the work done price against submission of GST invoice.</p>

32.	Other Payments to be made	<p>Apart from the Bid Security (EMD) the tenderer shall be liable to pay the following amounts:</p> <p><b>a) Transaction Fee:</b> The participating bidders have to pay transaction fee of 0.030% (subjected to a maximum of Rs. 10,000.00) on estimated contract value of work with GST @ 18% i.e., <b>Rs 7,118/- (Rupees Seven Thousand One Hundred and Eighteen Only)</b> in favour of MD/ APTS payable at Vijayawada at the time of bid submission electronically.</p> <p><b>b) Corpus Fund:</b> Successful bidder has to pay Corpus fund @ 0.04% (subjected to a maximum of Rs. 10,000.00 for works with ECV/QV up to Rs 50.00 crores and Rs 25,000.00 for works with ECV/QV more than Rs 50.00 crores) through Online in favour of Managing Director, APTS, Vijayawada towards corpus fund at the time of concluding agreement.</p>
33.	Documents to be submitted to the Tender inviting authority.	<p>All the bidders shall submit the following mandatory documents</p> <ol style="list-style-type: none"> <li>1) Online payment /BG for EMD amount - This will be the primary requirement to consider the bid responsive.</li> <li>2) Contractor registration certificates / Registration certificate in man power supply.</li> <li>3) Registration copy of EPF.</li> <li>4) Registration copy of ESI.</li> <li>5) Registration copy of Goods &amp; Service Tax.</li> <li>6) Registration copy of PAN.</li> <li>7) Qualification certificates of the key personals.</li> <li>8) Copy of labour license.</li> <li>9) Experience certificate in execution of similar works as prime contractor of value not less than <b>Rs 01.01 Cr</b> in any one year during the last 5 financial years (<b>i.e 2016-17 to 2020-21</b>) in state / Central Govt / State or Central PSU etc.,</li> <li>10) Liquid asset/credit facilities/Solvency certificate (not older than 12 months from the date of availability of tender specification on e-procurement platform) issued by any Indian Nationalized Bank or Scheduled Bank of value not less than <b>Rs 33.51 Lakh.</b></li> <li>11) All other required documents.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1) The tenderer is liable to be disqualified, if he is found to have misled or furnished false information in the forms / Statements / Certificates submitted in proof of qualification</li> </ol>



		<p>requirements and record of performance such as abandoning of work, not properly completing of earlier contracts, inordinate delay in completion of works, litigation history, financial failures.</p> <p>2) Even while executing the work, if found that the contractor had produced false/fake certificates, he will be black listed and the contract will be terminated and his Bid security will be forfeited and work will be carried out through other agency at his cost and risk.</p>
34.	Other relevant information	<ol style="list-style-type: none"> <li>1. APSPCL reserves the right to reject any or all the tenders without assigning any reasons thereof.</li> <li>2. The successful bidder shall pay the monthly wages in the form of cheque/online payment as per the rates given in the Schedule-A of tender specification.</li> <li><b>3. The bidders are not allowed to quote more than 8% Excess on Estimated Contract Value towards contractor profit.</b></li> <li><b>4. The offers received with less than Estimated Contract Value shall be summarily rejected.</b></li> <li><b>5. If two or more bidders quote same value, then the bidder having experience in APSPCL will be given preference.</b></li> <li>6. APSPCL reserves the right to amend or modify the tender and its conditions before <b>04.03.2022, 4.00 P.M.</b> (The details will be updated in APSPCL web site)</li> <li>7. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.</li> <li>8. The contractors have to upload the information preferably in Zip format.</li> <li>9. The contractors should upload the documents duly signing each and every paper.</li> <li>10. For all clarifications &amp; guidance, the bidders may contact the Superintending Engineer /Civil/ APSPCL, Flat No. 501, 5<sup>th</sup> Floor, Garuda Enclave, Tadepalli, Guntur Dist.-522 501.</li> </ol>

**Sd/-**  
**SUPERINTENDING ENGINEER/CIVIL**

To  
The Bidders through notice board / APSPCL website.

**Copy to:**

- 1) Notice Board.
- 2) The Executive Engineer/Tech to the CEO and Chairman & Managing Director/APSPCL for information.
- 3) The Chief Executive Officer/APSPCL/Tadepalli for information.
- 4) The Chief Operations Officer/APSPCL/Tadepalli for information.
- 5) The Executive Engineer/Tech/APSPCL/Tadepalli for information
- 6) The Dy. Chief Controller of Accounts / APSPCL / Tadepalli for information.
- 7) The Executive Engineer/Electrical/Ananthapuramu to display in the notice board.
- 8) The Deputy Executive Engineer/Electrical/Kurnool to display in the notice board.
- 9) The Deputy Executive Engineer/Civil/Kadiri to display in the notice board.
- 10) The Deputy Executive Engineer/Electrical/Kadiri to display in the notice board.
- 11) The Deputy Executive Engineer/Electrical/Mylavaram to display in the notice board.
- 12) The Deputy Executive Engineer/Civil/Mylavaram/APSPCL to display in the notice board.

## **PRE – QUALIFICATION BID**

**Name of work: APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices.**

The bidder has to submit the following documents invariably before date and time notified by the department to qualify for the opening of the price bids.

### **1. Earnest Money Deposit:**

Each bidder must pay Bid Security i.e., Earnest Money Deposit of **Rs. 2,01,500/- (Rupees Two Lakh One Thousand and Five Hundred Only)** while submitting their bids. The EMD shall be paid by way of BG drawn on any nationalized bank in favour of Managing Director/APSPCL payable at **Tadepalli** or online payment through e-procurement portal. The validity of B.G. should be valid for minimum period of 6 months. While furnishing the bids online, the bidders have to furnish a soft copy of the B.G while uploading the tender. **However, the hard copy of the BG / Online payment receipt shall be submitted to the department on the date notified by the department.**

**2. Self Declaration:** Each bidder has to upload the self declaration on the e-Procurement platform as per the proforma given by the department. **However hard copy of the self declaration has to be submitted to the department on or before the date and time notified by the department.**

3. Part -II i.e., Price Bid, in respect of qualified tenderers (who submitted the hard copies of the EMD & Self declaration) only will be opened on the dates notified by the department.

## PROCEDURE FOR REVERSE AUCTION

### 1.00 Reverse Tendering Process:

After identifying the eligible agencies, price bids of the eligible agencies will be opened one e-Procurement platform and e-auction process will be conducted in terms of guidelines issued vide G.O.Ms.No.67, WR (Reforms) Dept., Dt.16.08.2019. The reverse auction will be carried out on [www.apecurement.gov.in](http://www.apecurement.gov.in) on the date and time notified by the APSPCL.

- a) All bidders shall furnish original hard copies of the EMD (BG/Online Payment Receipt etc) along with self declaration within the stipulated time, failing which their Initial Price Offer shall not be opened and they will not be taken forward into the reverse auction.
- b) All bidders shall self-declare their details under each technical and financial criterion on the e-procurement platform along with an undertaking confirming their compliance with the technical and financial criterion prescribed in the bid document.
- c) All bidders shall submit supporting documents for their submittals under each technical and financial criterion. In case of documents found to be defective, incorrect or forged and therefore claim of qualification is not supported, severe action including forfeiture of EMD shall be taken.
- d) The Price bids of the qualified bidders shall be opened and the lowest quoted price bid among the qualified bidders in the tender process shall be determined.
- e) To conduct the reverse tender process at least two bidders would be required.
- f) If the number of bidders participated in initial tendering are more than five (05), 60% of the bidders participated in initial tendering (counting from the bidder who has quoted lowest initial price offer) or five(05) whichever is more will be allowed for reverse tendering. If the number of bidders participated are equal or less than five (05), all bidders will be allowed to participate in the reverse tendering.
- g) The L1 Price Offer (Initial) shall be the maximum allowable Bid price for the reverse tendering process.
- h) Only one round of reverse tendering shall be carried out in which bidders can revise their bids multiple times within the time limits specified.
- i) At the start of the Reverse Tendering process the Maximum Allowable Bid Price will be set and bidders shall submit their bids in an online platform.
- j) Names of the bidders / vendors shall be anonymously masked in the Reverse Tendering process and vendors will be given suitable dummy names.

- k) The initial period of the Reverse tendering process will start after 3 hours, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.
- l) Only the current L1 bid shall be visible to all bidders who may revise their bids until the end of the process.
- m) Decrements made in each subsequent bid shall not be less than 0.5% of the IBM/ECV uploaded.
- n) The L1 bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding after the initial 3 hour period after closure of the main bidding.
- o) Following the determination of the L1 bid, the L1 bidder's supporting documents under each technical and commercial criterion shall be verified. The reverse tendering process shall be on hold for a maximum period of 24 hours (1 day) while the L1 bidder's supporting documents are verified.
- p) Upon successful verification of the L1 bidder's supporting documents, the reverse tendering process shall be closed declaring the L1 bidder as "successful bidder" and the remaining bidders in the process shall be notified as "unsuccessful" and their respective EMDs shall be refunded.
- q) In case there are discrepancies between the L1 bidder's declarations under the technical and financial criteria and the supporting documents submitted, the L1 bidder shall be disqualified, his EMD shall be forfeited, he will be removed from the reverse tendering process and the remaining bidders shall be notified of the date and time when the reverse tendering process shall be resumed.
- r) The reverse tendering process shall be resumed with the L2 price as the Maximum Allowable Bid Price.
- s) Only 15 minutes shall be initially allowed for the remaining bidders to revise their bids, subject to automatic extensions of 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.
- t) The reverse tendering process shall continue until the determination of a successful bidder.

## TECHNICAL - QUALIFICATION BID

**Name of work: APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices.**

1. The work of "APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices." is to be executed under this contract and to complete strictly as per the programme given in the specification. No extension of time beyond contract period stipulated in the specification can be given under this contract except for reasons contributing to the delay for which the contractor is not responsible.

### 2. Registration:

The bidder shall be registered as **Class I & above** in any State or Central Govt. / State or Central PSU etc., (or) Registration in man power supply in any State or Central Govt. / State or Central PSU. Registration under process shall not be accepted.

### 3. Technical Requirement:

#### 1. Work Experience:

- (i) The bidders should have experience in execution of similar works as a prime contractor of value not less than **Rs 01.01 Cr** in any one year during the last 5 financial years (**i.e 2016-17 to 2020-21**) in state / Central Govt / State or Central PSU etc.,
- (ii) The quantities of experience executed as a prime contractor in any State/Central Govt. or any State/Central PSU etc., only will be considered.
- (iii) The tenderer should upload only attested experience certificates in respect of executed works. The experience certificates shall be counter signed by the next higher authority.
- (iv) The experience certificates in respect of value should clearly indicate financial year wise break up for value of work done etc.,
- (v) If the bidders quote same value, then the bidder having experience in APSPCL will be given preference.
- (vi) No weightage will be given on previous experience. No other clauses and sub clauses/conditions of G.O.Ms.No. 94, Dt.01.07.2003 is applicable for calculating eligibility criteria other than the prescribed in eligibility criteria.

**4. Financial Requirement:**

**EMD:** The bidder shall pay EMD amount of **Rs.2,01,500/- (Rupees Two Lakh One Thousand and Five Hundred Only)** By way of online payment (or) BG drawn on any nationalized/Scheduled banks in favour of Managing Director/APSPCL/Tadepalli. The validity of B.G. should be for minimum period of 6 months.

**Liquid asset/credit facilities/Solvency certificate** (not older than 12 months from the date of availability of tender specification on e-procurement platform) issued by any Indian Nationalized Bank or scheduled bank of value not less than **Rs 33.51 Lakh.**

**5. Key Personnel:** The bidder has to furnish the qualification certificates of the Key personals.

**6. Statutory Requirement:** The bidder has to furnish the PAN, GST, EPF, ESI Registration certificates, IT returns and Labour license.

**7. General Terms & Conditions:**

*To qualify for consideration of award of contract each tenderer should fulfill the following criteria.*

- i) The details and certificates are to be furnished as per NIT and tender specification.
  - ii) The bidder is subjected to be disqualified and liable for black listing and forfeiture of EMD if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements.
  - iii) Even while execution of work, if found that the contractor had produced false/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and liable for forfeiture of EMD and all the amounts due to him.
  - iv) Time is the essence of the contract. Those bidders who can complete the work within Specified time period only tender for the subject work.
- 8.** The bidders shall furnish copy of registration certificate (Registered with Central/any State Govt. Departments or Central/any State Govt. undertakings (Registration under process shall not be acceptable), their previous experience in similar works (completed works), copy of solvency certificate (not older than 12 months from the date of availability of tender specification on e-procurement platform) from any Indian Nationalized Bank or scheduled bank and other relevant particulars. The tenderer shall also furnish copies of certificates of Registration of EPF, ESI, Income Tax, Service tax and Labour License etc.,.
- 9. APSPCL does not entertain any request for advance payment for the work.**

10. In opening the tenders, the Part-I i.e., Pre-qualification Bid will be opened first. Only those tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience and equipment etc., will qualify for opening of Part-II i.e., Price Bid. **In this regard, the decision of APSPCL is final.**
11. The percentage on ECV quoted by the tenderer in Part -II i.e., Price Bid shall be firm till the completion of work. **The offers received with less than Estimated Contract Value shall be summarily rejected.**
12. Part -II i.e., Price Bid, in respect of qualified tenderers only will be opened on the dates notified.
13. The bidders should invariably upload the statement showing the list of documents etc., in the "e" market place in support of their Technical bids. The bidder should upload scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. **The Department shall carry out the technical bid evaluation solely based on the uploaded documents, BG towards EMD in the e-procurement system and open the price bids of the responsive bidders.** The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI. In respect of construction equipment available with contractor, he shall indicate the available equipment he proposes to mobilize for the work. The details of the owner ship of equipment are also to be furnished in Pre-qualification Bid.



## TENDER FORM

To:  
The Superintending Engineer/Civil,  
APSPCL,  
Tadepalli,  
Vijayawada.

**Sir,**

I/We hereby tender to undertake to execute the work of "APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices." as described in the specifications deposited in the office of the **Superintending Engineer/Civil**, APSPCL, Flat No. 501, 5<sup>th</sup> Floor, Garuda Enclave, Tadepalli, Guntur Dist.-522 501., with such variations by way of alterations or additions to and omissions from the said work and method of payment as provided for in the conditions of Contract for the sum of ..... or such other sum as may be arrived at under the clause of the standard preliminary specifications relating to Payment on lump sum basis or final measurement at unit prices.

I/We have also completed the price list of items in Schedule 'A' annexed (in words and figures) for which I/We agree to execute the work when the lump sum payment under the terms of agreement is varied by payment on measured quantities.

I/We agree to keep the offer in this tender valid for a period of 120 days from the date of opening of tender and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever within the validity period, the Earnest money deposited by me/us will be forfeited to APSPCL.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I/We have carefully followed the instructions in the tender notice and have read the APSS and the Preliminary specifications therein and the APSS Addenda volume and that I/We have made such examination of the contract documents and of the plans, specifications and quantities and of the locations where the said work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished so as to enable me/us to thoroughly understand the intention of the same and the requirements covenants, agreements stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the APSPCL based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements covenants, agreements, stipulations restrictions and conditions.

If my/our tender is not accepted, the EMD paid along with the requisition for Tender Schedule shall be returned to me/us on my/our application when intimation is sent to me/us of rejection or at the expiration of 180 days from the date of this tender whichever is earlier. If my/our tender is accepted, the earnest money shall be retained by the APSPCL as security for the due fulfillment of this contract. If upon written intimation to me/us by the **Superintending Engineer/Civil**, APSPCL, Flat No. 501, 5<sup>th</sup> Floor, Garuda Enclave, Tadepalli, Guntur Dist.-522 501. I/We fail to attend the said office before the end of the period specified on such intimation the tender will not be considered and if, upon intimation being given to me/us by the **Superintending Engineer/Civil, APSPCL** of acceptance of my/our tender, I/We fail to make the additional security deposit or to enter into the required agreement as defined **in clause 5.1 and 5.2 of the detailed tender notice**, then

I/We agree to the forfeiture of the Earnest Money, Any notice required to be served on me/us here under shall be sufficiently served on me/us personally or forwarded to me/us by post (registered or ordinary) or left at my/our address given herein. Such notice if sent by post be deemed to have been served on me/us at the time when in due course of post, it would be delivered at the address to which it was sent.

I/We fully understand that the written agreement to be entered into between me/us and the APSPCL shall be the foundation of the rights of both of the parties and the contract shall not be deemed to be completed until the agreement has first been signed by me/us and then by proper officer authorized to enter into contracts on behalf of APSPCL.

I/We have accepted the rate of progress i.e., the programme of work as envisaged in this tender specification and all other terms and conditions of the tender notice and tender specification.

I/We have filled up the bill of quantities (Schedule `A') as envisaged in the tender specification.

**Yours faithfully,**

**(TENDERER)**

## **DETAILED TENDER NOTICE**

1. Tenders in two parts (Part I & II) for the work of "APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices." should be in the prescribed form which can be obtained from 'e' procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the 'e' procurement market-place [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in). Those contractors who register themselves in the 'e' procurement market place can download the tender schedules free of cost. The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e- procurement platform **and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform** following the G.O.Ms.No.6, I.T&C Department, dated. 28.02.2005.

The intending bidders can download tender specification and submit their tenders online at e-procurement market place viz., [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in). **The tender forms can be downloaded up to 4.00 PM on 09.03 .2022. Bids can be submitted up to 5.00 PM on 09.03.2022 as per NIT.**

The bidder should submit the original EMD along with Self Declaration of at the office of **Superintending Engineer/Civil/APSPCL/Tadepalli**, Flat No: 501, 5<sup>th</sup> Floor, Garuda Enclave, Beside TG Plaza, Tadepalli (vi & M), Guntur Distric,-522501 **on or before 10.03.2022, 3.00 P.M. The pre – qualification bid will be opened on 10.03.2022 at 3.00 P.M. and the reverse auction will be carried out on 11.03.2022 from 11.00 A.M onwards on [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in)** If the tender opening day happens to be a holiday the tenders will be opened at the same timings mentioned above on the next working day. The tenderers or their authorized agents are expected to be present at the time of opening of tenders.

Intending bidders can contact office of the *Superintending Engineer/Civil/APSPCL/Tadepalli* for any clarification/ information on any working day during working hours

The bidders who are desirous of participating in e- procurement shall submit their Technical bid/Price bid etc., in the standard formats prescribed in the tender documents, displayed at "e" market place. The bidders should invariably upload the statement showing the list of documents etc., in the "e" market place in support of their Technical bids. The bidder should load scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. **Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.**

The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform

The Department shall carry out the technical bid evaluation solely based on the uploaded documents, BG towards EMD in the e-procurement system and open the price bids of the responsive bidders.

The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI.

The successful bidder shall invariably furnish the original BG towards EMD, Certificates documents of the uploaded scanned copies to the Tender Inviting Authority before issue of LOI either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original BG towards EMD, certificates/documents from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the BG towards EMD and all other certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.

If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years.

The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme of the deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

## **2. Statutory Requirements**

The bidder has to fulfill the following statutory requirements.

- a) Income tax PAN Registration.**
- b) Good & Service Tax registration.**
- c) EPF & ESI registration.**
- d) Registration with Labour Department.**
- e) Contractor Registration.**

In case of proprietary or partnership firm, it will be necessary to produce the certificates afore mentioned for the proprietor or proprietors and for each of the partners, as the case may be.

## **3. All the bidders shall upload the scanned copies of the following mandatory documents on e-procurement system.**

- 1) Online payment/BG for EMD amount - This will be the primary requirement to consider the bid responsive.
- 2) Contractor registration certificates / Registration certificate in man power supply.
- 3) Registration copy of EPF.
- 4) Registration copy of ESI.
- 5) Registration copy of Goods & Service Tax (GST).
- 6) Registration copy of PAN.
- 7) Qualification certificates of the key personals.
- 8) Copy of labour license.

- 9) Experience certificate in execution of similar works as prime contractor of value not less than **Rs 01.01 Cr** in any one year during the last 5 financial years **(i.e 2016-17 to 2020-21)** in state/Central Govt/State or Central PSU etc.,
- 10) Liquid asset/credit facilities/Solvency certificate (not older than 12 months from the date of availability of tender specification on e-procurement platform) issued by any Indian Nationalized Bank or Scheduled Bank of value not less than **Rs.33.51 Lakh.**
- 11) All other documents as per NIT.

Bid evaluation of the tenders would be done based on the certificates/ documents uploaded towards qualification criteria furnished by him/them.

In case of proprietary or partnership firm, it will be necessary to produce the certificates afore mentioned for the proprietor or proprietors and for each of the partners, as the case may be.

4. **Earnest Money Deposit:**

- i. The intending bidders shall furnish E.M.D for **Rs. 2,01,500/- (Rupees Two Lakh One Thousand and Five Hundred Only)** in the form of B.G drawn in favour of Managing Director/APSPCL/Tadepalli payable at Tadepalli or through online payment at e-procurement.
- ii. The Earnest Money Deposit will be refunded to the unsuccessful tenderer after intimation of the rejection of the tender or at the expiration of 180 days from the date of tender whichever is earlier.
- iii. The Earnest Money will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.
- iv. Tenderers are not permitted to withdraw their or his offer once made for a period of 180 days after the opening of the tenders and in the event of such tenderers withdrawing their tenders within 180 days after opening of tenders, the Earnest Money deposited by him/them will be forfeited by the APSPCL.

5. The Contractor shall upon intimation given to him by the Superintending Engineer / Civil / APSPCL of acceptance of his tender, he shall attend the office of the Superintending Engineer/Civil/ APSPCL, Flat No. 401, 4<sup>th</sup> Floor, Garuda Enclave, Tadepalli, Guntur Dist.-522 501 and sign an agreement in the proper departmental form for the due fulfillment of the contract. The contractor is bound by the specifications of APSS.

- 5.1 In addition to the EMD, the balance amount of total up to 5% of the value of contract shall be paid as Security Deposit in case of successful tenderer by way of Bank Guarantee from Nationalized or Scheduled Bank at the time of entering into the

agreement. Further, 5% of the value of work done will be recovered as a retention amount from the running bills for the due fulfillment of the contract.

The Security deposit (including EMD) will be refunded to the contractor after satisfactory completion of work. The retention amount will be refunded at the time of final bill. These amounts will be released only when there are no pending obligations or disputes based clearance certificate by the Engineer in Charge. These amounts will not bear any interest.

- 5.2 Failure to enter into the required agreement or to make the Security Deposit as defined in the above paragraphs shall entail forfeiture of the earnest money deposit. The written agreement to be entered into between the contractor and the APSPCL shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contracts on behalf of APSPCL.

- 5.3 The work shall be commenced from the dates specified by APSPCL, otherwise EMD will be forfeited.

If the successful tenderer fails to sign the agreement or otherwise commit default, the APSPCL shall have the right to recover damages according to law apart from forfeiting the earnest money deposit.

6. The tenderer shall examine closely the APSS and also the standard preliminary specifications contained therein, and sign the divisional office copy of the APSS and its addenda volume in token of such study before submitting his tender offer. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The APSS and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials etc., can be seen at any time between 11.00 a.m. and 5.00 p.m. on all working days in the office of the Superintending Engineer/ Civil/ APSPCL, Flat No 501, 5<sup>th</sup> Floor, Garuda Enclave, Tadepalli, Guntur Dist. – 522 501.

7. Every tenderer is expected, before quoting his rates, to inspect the site of the proposed work.

If further necessary information is required, the Superintending Engineer/Civil, APSPCL, Flat No. 401, 4<sup>th</sup> Floor, Garuda Enclave, Tadepalli, Guntur Dist.-522 501 will furnish such information.

8. The tenderer's particular attention is drawn to the sections and clauses in the standard preliminary specifications dealing with: -

1. Accidents;
2. Delays;
3. Particulars of payment.

The contractor should closely peruse all the specifications, clauses which govern the percentage which he is tendering.

9. Every tenderer is expected, before quoting his **percentage less/excess on ECV value on the estimated rates**, to inspect the site of the proposed work. **The offers received with less than Estimated Contract Value shall be summarily rejected. If the bidders quote same value, then the bidder having experience in APSPCL will be given preference.**

He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries etc., where from certain materials are to be obtained are given in the descriptive specification sheet or **Schedule 'C'**. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case, the materials must comply with relevant standard specification. Samples of materials as called for in the standard specifications or in these tender conditions, or as required by the Executive Engineer/Engineer-in-charge, in any case shall be submitted for the Executive Engineer's/ Engineer-in-charge's approval before the supply to site of work is begun. If the contractor, after examination of the source of materials defined in the descriptive specification sheet is of opinion that materials complying with the standard specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the descriptive specification sheet, he shall so state clearly in his tender that where from he intends to obtain materials subject to the approval of the officer authorized by the APSPCL.

If further any information is required, the Engineer-in-charge or **Superintending Engineer / Civil / APSPCL / Tadepalli** will furnish such information.

10. A bill of quantities accompanies this tender schedule. It shall be definitely understood that APSPCL does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations/omissions, deductions or additions at the discretion of the Executive Engineer/Engineer-in-charge or as set forth in the conditions of contract. The tenderer will, however, base his lump sum tender on this schedule of quantities. The estimated rates by the Department for each item are furnished in the schedule.

**The bidder has to furnish his overall percentage '+' i.e., excess on ECV Value. The bidder need not indicate individual item rates for each and every item listed in Schedule.**

**The offers received with less than Estimated Contract Value shall be summarily rejected.**

11. No alteration which is made by the tenderer in the contract form, the conditions of contract, specifications or quantities accompanying the tender will be recognized and if any alterations are made, the tender will be considered void.
12. The tenderer should work out his own overall percentage either '+' or '-' i.e., excess or less on ECV value.

13. **Price Variation: No price variation will be allowed for materials and labour. The excess or less percentage over the Estimated contract value (ECV) quoted by the contractor shall be firm and binding upon the contractor till the work is completed. The quoted percentage excess on ECV value shall be binding on the tenderer even for award of part work**
14. **Period of contract: 12 (Twelve) Months**
15. **Programme of work.**

The attention of the tenderer is directed to the contract requirements as to the time of beginning the work, the rate of progress and the dates for the completion of the whole work and its several parts.

The programme of work to be done from time to time is indicated below. **The date of commencement of this programme will be the date on which the site is handed over to the Contractor.**

The execution programme for the works envisaged in the specification is indicated below:

S.No.	Period after date of commencement	% Of the work to be completed based on contract amount	Remarks
(1)	(2)	(3)	(4)
1.	At the end of 1 <sup>st</sup> Month	8.33%	
2.	At the end of 2 <sup>nd</sup> Month	16.66%	
3.	At the end of 3 <sup>rd</sup> Month	24.99%	
4.	At the end of 4 <sup>th</sup> Month	33.32%	
5.	At the end of 5 <sup>th</sup> Month	41.65%	
6.	At the end of 6 <sup>th</sup> Month	49.98%	
7.	At the end of 7 <sup>th</sup> Month	58.31%	
8.	At the end of 8 <sup>th</sup> Month	66.64%	
9.	At the end of 9 <sup>th</sup> Month	74.97%	
10.	At the end of 10 <sup>th</sup> Month	83.30%	
11.	At the end of 11 <sup>th</sup> Month	91.63%	
12.	At the end of 12 <sup>th</sup> Month	100.00%	

16. **Penalty:** Action as per clause 60 and 61 of APSS will be taken by the Engineer in-charge if the contractor fails to adhere to the above programme of work.
17. -----
18. No part of the contract shall be sublet without written permission of the tender approval authority nor shall transfer be made by the power of attorney authorizing others to receive payment on the contractor's behalf.
19. The Superintending Engineer/ Civil or other sanctioning authority reserves the right to reject any tender in full or part or all the tenders without assigning any reason there



for. The quoted rate shall be binding on the tenderer even if the Superintending Engineer/ Civil/ awards part of the work.

20. Preference in the selection from among the tenderer's will be given, other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work, who have got experience in similar works.
21. A tenderer submitting a quotation which the tender accepting authority considers excessive and/or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will render himself liable to be debarred permanently from tendering or for such periods as the tender accepting authority may decide.
22. The form of contract will be lump sum.
23. The tender shall be valid for acceptance for a period of not less than 180 days from the date of opening the tenders. Tenders giving validity of less than 180 days are liable to be rejected.

**24. Supplemental Items:**

**The contractor is bound to execute all supplemental items beyond 10% of agreement quantity, deductible from similar items in the original agreement and new items that are found essential, incidental and inevitable during execution of main works, at the rates to be worked out as detailed below.**

**a. Fixation of rates for items of work in excess of quantities in Schedule-A Bill of Quantities of tender.**

The rate quoted by the tenderer shall hold good upto 10% of quantity over those given in Bill of Quantities.

For all items of work which are in excess of 10% over and above the quantities shown in Schedule-A Bill of Quantities of the tender, the rate payable for such excess quantities shall be either tender rates or SS rates for the items plus or minus overall tender percentage accepted by the competent authority whichever is less. The SS rates means the rates with which the estimate is prepared for comparing the tenders.

**b. Supplemental items directly deductible from similar items in the original agreement**

The rates shall be derived by adding to or subtracting from the agreement rates of such similar items, the cost of the difference in quantity of material or labour between the new item and the similar item in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders were compared plus or minus overall tender percentage.

**c. New Items:**

- i. Similar items, the rates of which cannot be directly deduced from the original agreement.
- ii. Purely new items which do not correspond to any item in the agreement.

The rate shall be estimate rate plus or minus overall tender percentage.

**Note:** The term estimate rate used in (i) and (ii) above means the rate in the sanctioned estimate with which the tenders were compared or if no such rate is available in the estimate, the rate derived with reference to the schedule of rates adopted in the sanctioned estimate with which tenders are compared.

**d. Addition of provision towards importation of labour, labour amenities, dewatering etc., in working out supplemental items:**

In respect of new items, the case has to be considered on its merits and provision for importation of labour, labour amenities, dewatering etc., has to be fully justified.

If the new item is in substitution of an old item which allowed for importation of labour, labour amenities, dewatering etc., those factors may be taken into account in computing the substituted items also at the same rates at which they were originally provided.

- 25. The contractor will at all times duly observe the provisions of employment of Children Act XXVI of 1938 and any re-enactment or modification of the same and will not employ or permit any persons to do any work for the purpose or under the provisions of the said act. The Contractor shall agree to indemnify the APSPCL from and against all claims/penalties which may be suffered by the APSPCL or any person employed by the Department by reason of any default on the part of the Contractor in the observance and performance of the provisions of the Employment of Children Act, XXVI of 1938, or any re-enactment or modification of the same.
- 26. The contractor shall indemnify the APSPCL against all claims which may be made under the Workmen's Compensation Act or any statutory modification thereof or rules there under or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the business relating to this contract.

In all cases of personal injury to workmen employed by a contractor on this work for which the contractor is liable to pay compensation under the 'Workmen's Compensation Act', he shall pay the prescribed medical fee to the Medical Officer for issue of 'C' & 'D' forms as prescribed, failing which the said fee will be paid to the Medical Officer by the Department and recovery effected from the contractor's bills.

- 27. Preliminary specifications of APSS except clause 73 shall apply to all agreements entered by the contractor with APSPCL and shall form an inseparable condition of the contract. The tenderer is expected to examine closely the relevant specifications of the APSS and the special specifications and ISS before submitting his tender offer.

28. Necessary arrangements have to be made by the contractor at his own expense towards accommodation, drinking water supply, health and sanitary arrangements and other amenities for the workers required as per the relevant rules and to the satisfaction of the Public Health authorities and the Engineer in Charge and land required for the purpose will have to be provided by the contractor at his cost.
29. All correspondence after opening of the tender shall be made with the Superintending Engineer/ Civil and Investigation, APSPCL, Flat No. 501, 5<sup>th</sup> Floor, Garuda Enclave, Tadepalli, Guntur Dist.-522 501.

### **TENDERER'S AND CONTRACTOR'S CERTIFICATE**

- a) We expressly state that we will be bound by the conditions of PS to APSS and that the contract shall be deemed to be concluded on the receipt of letter of acceptance. If thereafter we do not sign the contract or otherwise commit default, the APSPCL will be at liberty to forfeit the earnest money and recover damages in accordance with law.
- b) We hereby declare that we have perused in detail and examined closely in the APSS all clauses of preliminary specifications and have either examined all the standard specifications for items for which we tender, before we submit such tender and we agree to be bound by and comply with all such specifications for all agreements which we shall execute in the ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED. We have signed here below in acknowledgement thereof.
- c) We certify that we have inspected the location of the proposed work before quoting our rates, we have also inspected the quarries and network of roads and satisfied ourselves about the quality, availability and transport facilities for stone, sand etc., through the net work of available roads and path-ways, required for the work and verified the correctness of the leads statement.
- d) We are prepared to furnish detailed data in support of all our quoted rates, when called upon to do so without any reservations.

#### **Signature of Tenderer/contractor**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Company : \_\_\_\_\_

Date : \_\_\_\_\_

**Seal of the Company**

## **SECTION - I**

### **SUPPLEMENTAL CONDITIONS TO THE PRELIMINARY SPECIFICATIONS TO THE APSS**

The following conditions shall also be followed in addition to those mentioned in P.S. to the A.P.S.S.

**1. FUNCTIONING OF THE CONTRACT**

The contractor shall carryout all directions and orders issued by the Engineer in charge connected with the work.

**2. OTHER CONTRACTS FOR THE WORK:**

Should the APSPCL enter into other contracts for specified items of the corporate work, each contractor shall co-operate with others to the fullest extent and shall allow each other every facility and co-ordination for execution of their works simultaneously and satisfactorily as intended in the specifications. Should there be dispute or disagreement between the contractors for any cause whatsoever, the same shall be referred to the Engineer in charge whose decision regarding the co-ordination, co- operation, and facilities to be provided by any of the contractors to the others shall be final and binding on all parties and such a decision shall not vitiate any contract nor absolve the contractor of his responsibilities under the contract.

**3. MATERIALS, TOOLS AND BROUGHT ON TO THE SITE OF WORK**

All the materials, tools and plants of the contractor brought to and delivered upon the site for the purpose of this work shall, from the time of their being so brought, be deemed to be in the possession of APSPCL to be used for that purpose only and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Engineer in charge, but the contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof or damage thereto.

**4. PERSONNEL OF THE CONTRACTOR**

- a) The contractor shall, at all times, maintain on the work staff of sufficient numbers as intended in these specifications and they shall be present at the work spot during working hours and at the times of inspection by the departmental officers, all orders and directions given to such supervision or other staff of the contractor shall be deemed to have been given to the contractor.**
- b) The contractor shall supply to the Engineer in charge details of the name, qualifications and experience in regard to all staff employed by the contractor and notify change when made and satisfy the Engineer in charge regarding the quality and sufficiency of the staff thus employed.**

- c) The Engineer in charge will have the unquestionable right to ask for change in the quality and number of the contractor's staff and to order removal from the work and any connection therewith of any such staff. The contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer in charge.
- d) **The contractor shall not, without written authorization, permit entry on site of work of any person except authorized agents of the APSPCL or the contractor's staff and labour directly engaged on, in connection with the work.**

5. **SAFETY MEASURES**

The contractors shall take all necessary precautions for the safety of workers and in preserving their health while working in such jobs as require special protection and preventive steps.

6. **CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL**

All documents, correspondence, decisions and other items concerned with the contract shall be considered as confidential and restricted matter by the contractor and he shall not divulge or allow access thereto any unauthorized person.

7. **COMPENSATION AND PENALTY**

All such recoveries from the contractor by way of penalty under any of the conditions of this contract shall be considered as reasonable compensation for the use of the APSPCL without reference to the actual loss or damage sustained.

8. **JURISDICTION**

For the purpose of this agreement, all the transactions shall be deemed to have taken place within the State of Andhra Pradesh and the courts in Andhra Pradesh shall have jurisdiction over the matters arising under or out of this agreement.

9. **LABOUR CONDITIONS**

- a) **The contractor shall comply with the labour rules and regulations as may be current and shall furnish the returns and information as may be specified from time to time.**
- b) The contractor shall, as far as possible, obtain his requirements of all workers through the nearest employment exchange. No person below the age of 15 years shall be employed as labourer.
- c) The contractor shall pay fair and reasonable wages (whether or not such wages are controlled by any laws existing at the time) to the persons employed by him for the work. In the event of any dispute arising between the contractor and his workers on the grounds that the wages paid are not fair and reasonable, the dispute shall, in the absence of legal or other relief to the workers, be referred to the Engineer in charge who shall decide the same. The decisions of the Engineer in charge shall be conclusive and binding on the

contractors but such decision or any other decision in this behalf that the contractor's workmen may obtain by recourse to law or other legal means available to them shall not, in any way, affect the conditions in the contract, regarding payments to be made by the APSPCL.

- d) While employing skilled or un-skilled labourers, the contractor shall employ persons certified by the Superintending Engineer / Civil or his duly authorized representatives only and pay such persons wages not below the minimum which APSPCL may have fixed in this behalf.**
- e) The contractor shall provide reasonable facilities to the satisfaction of the Engineer in charge for the labour employed by him where no such natural facilities exist. The usual facilities are weatherproof shelters for rests and meals, supply of wholesome drinking water, facilities for women workers, suitable residential accommodation, recreational and cultural activities, general sanitation and health measures etc.**
- f) The implementation of any or all provisions of this clause shall in no way entitle the contractor to claim any compensation over and above the rates provided in the contract.**
- g) The contractor shall comply with the statutory labour rules and regulations i.e., ESI, EPF, GIS etc., as may be current and shall furnish the returns and information as may be specified from time to time**
- h) The contractor is deemed to be the principal employer in respect of the contract labour engaged by him in execution of various piece rated works or other wise and contractor shall be responsible to pay both the EPF contributions payable by him as a principal employer and also on behalf of the contract Labour employed to the PF authorities concerned in independent PF account number held by him.**
- i) It shall be the responsible of the contractor to remit PF subscription of both on behalf of employer and contract labour engaged and shall submit the returns and maintain all records / registers and meet all other expenses to the EPF authorities, as required under EPF and MP act 1952.**
- j) The contractor shall produce the copy of independent PF code number, proof of proper insurance policy covering all the labour to the engaged in such work / works to the field officials concerned prior to commencement of work.**
- k) The bills of the contractors for the works executed will be passed only on receipt of copies of PF remittances made by the contractor to the concerned PF authorities in the independent PF code number held by**

**respective contractors. The copies of insurance premium paid covering the labour engaged by him against each of works contract also shall be produced to field officials concerned enabling them to regulate bills submitted.**

#### **10. CONSTRUCTION OF THE CONTRACT**

The contract shall in all respects be constructed and operated as contract as defined in the Indian Contract Act, 1872 and all payments to be made there under shall be made in 'Rupees' unless otherwise specified.

#### **11. Taxes**

The rate quoted for the subject work shall be excluding GST, EPF & ESI / GIS. The EPF & ESI / GIS will be reimbursed by APSPCL on production of proof of actual remittances made and subject to the satisfaction of Engineer-in-Charge that the said contribution done is only for the workers employed on this work. APSPCL will not reimburse any excess payment made by the contractor for EPF & ESI/ GIS due to mis-interpretation of law or any other reason.

**The applicable GST as on date will be paid extra on submission of GST invoice. The payment of GST is the responsibility of the contractor.**

The APSPCL will not however be responsible for payment any other tax made by the contractor under misapprehension of law.

#### **12. CONTRACTOR'S RISK AND INSURANCE**

Clause 50 of the PS to APSS will be effective subject to the following modifications

The words 'work executed', occurring in line-1 of the above clause will also include 'work under execution'.

#### **13. DELAYS IN COMMENCEMENT OR PROGRESS OR NEGLECT OF WORK AND FORFEITURE OF EARNEST MONEY, SECURITY DEPOSIT AND WITHHELD AMOUNTS**

Clause 60 & 61 of the PS to APSS will remain effective.

#### **14. COVERING OF WORK.**

The contractor shall give not less than five days notice in writing to the Engineer in charge of the work which is proposed to be covered up or placed beyond the reach of measurement so that the measurement may be taken before the work is covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the written consent of the Engineer in charge. If any work is covered up or placed beyond reach of measurements without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for materials with which the same was executed.



## **15. TERMS OF PAYMENTS AND CERTIFICATES**

Payment will be made to the contractor under the certificate to be issued at reasonably frequent intervals by the Engineer in charge or by the sub-divisional officer. After submission of bill by the contractor and where there is no detailed bill, the date of certification of the claim by the concerned Engineer in charge, an intermediate payment will be made by the Engineer in charge or the Sub-divisional officer of a sum equal to 95% of the value of work, as so certified and the balance of 5% will be withheld and retained as a security for the due fulfillment of the contract. Under the certificate to be issued by the Engineer in charge or the Sub-divisional officer on the completion of the entire works the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contractor except earnest money Deposit & Security deposit retained as security and a sum equal to 5% of the total value of the work done retained in the bills, provided there is no recovery from or forfeiture by the contractor to be made. The amount withheld from the final bill will be retained under "deposits" and paid to the contractor together with the earnest money Deposit retained as Security after satisfactory completion of work. However in the case of works like conveyance of Materials, supply of materials, silt clearance where the fixation of observation period is not necessary, the deposit amount could be refunded after the work is completed in accordance with the terms of the agreement.

No certificate of the Engineer in charge or the Sub-Divisional officer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the contractor from his liability to make good defects as provided by the contractor. The contractor, when applying for a certificate, shall prepare a sufficiently detailed bill, based on the original figures of quantities and rates in the contract Schedule-A to the satisfaction of the Engineer in charge, to enable the Engineer in charge or the Sub-Divisional Officer to check the claim and issue the certificate.

In calculating the amount of each item due to the contractor in every bill submitted for payment under this contract, fractions of below five paise shall be omitted and five paise or over shall be reckoned as ten paise. In calculating the total on each bill amounting to Rs 25 or more under this contract, fractions of less than a half Rupee shall be disregarded and half a rupee and over shall be reckoned as one rupee.

## **16. RECOVERIES:**

Recoveries due from contractor shall be made from bills approved for payment every month or at other periods, when the bills are prepared for various items in the following order of priorities and extents:

- i) The quoted rate shall be for providing 1 No. of Person per one month. In case the contractor not able to provide service on the specified job on any particular day, Recovery of Penalty shall be affected at the rate specified in the "special conditions of the contract (Section IV).
- ii) Expenditure, if any, incurred by the APSPCL on the contractor's behalf on labour in full;
- iii) Other recoveries;
- iv) Recovery of advance and secured payments or payments for preliminary works in full or installment due, if the same may have been allowed.

Outstanding recoveries, if any, shall be made from the succeeding bills with the provision that the outstanding payment for any item shall for purpose of recovery, be added to the same item for recovery in the aforesaid succeeding bills.

#### **17. ARBITRATION**

All or any disputes or differences arising out of or touching the order based on this specification shall be decided by a panel of arbitrators as detailed below and as per arbitration act No.1 of 1990 to the Arbitration Act 1940 amended vide G.O.No.7 dt.19-05-1990.

<b><i>Value of claim</i></b>	<b><i>Panel of Arbitrators</i></b>
Disputes involving amounts up to Rs. 10,000/- and below.	Any Superintending Engineer APGENCO
Disputes involving amount from Rs. 10,000/- to Rs. 50,000/-	Any Chief Engineer of the APGENCO.

There shall not be any reference of disputes, the value of which is above Rs. 50,000/- to arbitration. The parties shall approach the competent Civil Courts having jurisdiction, if any such disputes shall arise.

#### **18. SUPERVISION, SKILLED & UN-SKILLED LABOUR**

The contractor shall provide supervising engineers sufficiently technically qualified and experienced. The Chief Supervising Engineer of the contractor or his agent shall have full powers as the representative of the contractor to enter into negotiations at site in regard to the execution of the contract.

#### **19. SUB-CONTRACTORS AND SUB-ORDERS:**

The names of persons or firms to whom the contractor proposes to sub-let portion of this contract must be submitted to the Engineer in charge for, approval of Superintending Engineer/ Civil.

Triplicate copies of contractor's orders sub-letting the work to sub- contractors to be submitted for approval by the Superintending Engineer/ Civil.

#### **20. The clause 69 of PS to APSS:**

"Whenever the withheld amount reaches Rs. 1,000/- or a multiple thereof, the contractor may, at his option deposit with the Executive Engineer an equal amount in sum of Rs. 1,000/- or multiples thereof in any of the forms of interest bearing securities recognized for the purpose by A.P. Public Works Accounts Code or and subject to the provisions therein contained or a B.G. of a Nationalized bank in which case the equivalent withheld amount shall be paid to him forthwith".

The contractor will be permitted to exercise the option in this clause, subject only to the condition that the rate of progress contained in the Articles of Agreement is properly maintained.

**Note:** In case of contradiction between the clauses included in this specification and the clauses of PS to APSS the former will prevail over the latter and is binding on the tenderer.

**SECTION - II**  
**SITE CONDITIONS**

1. **LOCATION & GENERAL DESCRIPTION**

The site is located at APSPCL premises at Garuda Enclave, Tadepalli, Guntur Dist., and site offices at Ananthapuramu Ultra Mega Solar Park, Ananthapuramu-II Ultra Mega Solar Park, Kurnool Ultra Mega Solar Park and Kadapa Ultra Mega Solar Park or any other APSPCL Sites.

2. **SITE CONDITIONS**

Before submitting the tender, the tenderer shall familiarize himself with the site conditions.

3. The locations of field and corporate offices may change in future within the same town or to the other towns. The firm shall provide the office assistance at new locations as per the requirement of APSPCL. No extra payment shall be paid for relocation of work place.

### **SECTION – III**

#### **RULES FOR PROVISION OF HEALTH AND SANITARY ARRANGEMENTS TO WORKERS**

Rules for the provision of health and sanitary arrangements for workers shall be applicable to all classes of workers. The Contractor's special attention is invited to Clause 37, 38, 39 & 51 of PS to the APSS and he is requested to provide at his own expense the following amenities to the satisfaction of the Engineer-in-Charge.

##### **1. FIRST AID**

At the work site, there shall be maintained in a readily accessible place, first aid appliances and medicines including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during the working hours.

##### **2. DRINKING WATER**

- a) Water of good quality fit for drinking purpose shall be provided for the workers on a scale of not less than 15 litres per head per day.
- b) Where drinking water is obtained from an intermittent public water supply, each work shall be provided with storage tank where such drinking water shall be stored.
- c) Every water supply storage shall be at a distance of not less than 15 m from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of any latrine, drain or other source of pollution, it shall be properly chlorinated before water is drawn from it, for drinking. All such wells shall be entirely closed in and be provided with trap door which shall be dust and water proof.
- d) A reliable pump shall be fitted to each well, the trap door be kept locked and opened only for inspection or cleaning which shall be done at least once a month.

## **SECTION – IV**

### **TECHNICAL SPECIFICATIONS**

#### **1.0. GENERAL**

The Specification for various works should conform to the relevant clauses of the APSS and the special specifications included in the tender schedule. If there is any difference between the two, the later will be applicable. If for any item of work, detailed specifications are not indicated either in these technical specifications or in the APSS then, that work shall be carried out as per the relevant Indian Standard specifications (latest edition).

2.0 The scope of work includes providing office assistance from 01-04-2022 to 31-03-2023 at APSPCL premises at Garuda Enclave, Tadepalli, Guntur Dist., and site offices at Ananthapuramu Ultra Mega Solar Park, Ananthapuramu-II Ultra Mega Solar Park, Kurnool Ultra Mega Solar Park and Kadapa Ultra Mega Solar Park or any other APSPCL Sites.

3.0 **Providing Assistance to corporate office and site offices for attending day to day works as directed by the Engineer-in-charge.**

3.2 **The bidder has to furnish his overall percentage either '+' i.e., excess on ECV Value. The bidder need not indicate individual item rates for each and every item listed in Schedule. The offers received with less than Estimated Contract Value shall be summarily rejected.**

3.3 Mode of payment: Payment shall be made per one number per one month basis through the Account Payee Cheque or Bank Account Credit as per wages fixed by APSPCL given elsewhere in this specification.

3.4 The firm shall provide assistance on weekly offs and paid holidays also as per the necessity of the APSPCL. Payment will be arranged by APSPCL for the services rendered. The firm shall pay this extra wages to their employees along with monthly wages as per daily rates fixed by APSPCL given elsewhere in this specification.

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 DEFINITION & INTERPRETATIONS**

In these general conditions of contract the following terms shall have the meanings assigned to them except where the context otherwise required.

- 1.1 "OWNER/CORPORATION" means ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED and shall include their legal representative, successors and permitted assignees.
- 1.2 The "Contractor" means the individual or firm or company whether incorporated or not, under taking for execution of works and shall include legal representatives of such individual or persons composing such firms or unincorporated company successors of such firms or company as the case may be, and permitted assignees of such individual or firm or company.
- 1.3 "Contract" means the notice inviting tender, the tender and acceptance there of and the formal agreement, if any, executed between ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED and the contractor together with the documents referred to therein including those conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.4 The "Engineer-in-Charge" means the engineering officer appointed by the corporation or his duly authorized representative who shall direct, supervise and be in charge of the works for the purpose of this contract.
- 1.5 "Work" means the works to be executed in accordance with the contract.
- 1.6 "Specifications" means the specifications forming a part of the contract for materials and works for the execution of the contract and as amplified, added or specified by special specifications, if any.
- 1.7 "Site" means the lands and or other place on, under on or through which the work is to be executed under the contract including any other lands or places which may be allotted by the corporation or used for the purpose of the contract.
- 1.8 "Letter of Award" shall mean the official notice issued by the OWNER notifying the contractor that his tender has been accepted.
- 1.9 "Guarantee period" shall mean the period during which the contractor shall remain liable for repair of any defect of the works performed under the contract.
- 1.10 Where the context so requires, words imparting the singular only also include the plural and vice-versa.
- 1.11 Heading & marginal notes to those General conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.12 All the documents pertaining to the contract including specifications, schedules correspondence etc., shall be written in English language.

**2.0 CONTRACTOR TO INFORM HIMSELF THE FOLLOWING**

- 2.1 The contractor shall be deemed to have carefully examined all contract documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the contract documents, he shall, before signing the contract, set forth the particulars thereof and submit them to the corporation in writing in triplicate, in order that such doubts may be removed. The corporation will provide such clarification as may be necessary in writing to the contractor. Any information otherwise obtained from the corporation or the ENGINEER shall not in any way relieve the contractor of his responsibility to fulfill his obligations under the contract.

**3.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS**

- 3.1 If there are varying or conflicting provisions made in any documents forming part of the contract, the Superintending Engineer / Superintending Engineer shall be deciding authority with regard to the intention of document.
- 3.2 Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contract from the execution of the whole or any part of the works completed therein according to the specification or from any of his obligations under the contract.
- 3.3 If on check, there found to be differences, between the percentage less/excess on ECV value given by the contractor in words and figures by him in the Schedule of quantities and general summary the same shall be adjusted in accordance with the following rules.
- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
  - b) The under signed does not bind himself to accept the lowest or any tender. The undersigned reserves the right to reject any or all tenders without assigning any reason.
  - c) Persons tendering must acquaint themselves and satisfy as to the physical conditions prevailing at the site.
  - d) No telegraphic/Fax offers will be entertained and APSPCL Ltd will not consider any postal delay.
  - e) The APSPCL reserves the right of deleting any or all items of the works mentioned in the schedule without assigning any reasons thereof. The tenderer will not be eligible to claim any sort of compensation in this regard.
  - f) The contractor shall provide to his workmen the required safety appliances including protective clothing and guards such as helmets, safety shoes, hand gloves, masks, safety belts etc., for working in Hazardous areas which shall be identified by the Engineer-in-charge.
  - g) The contractor will be required to work either in hot or cold areas, near machines in operation otherwise involving special care on part of the contractor to see that the work is carried out with safety to the men and machines and without hampering the working of the concerned departments of the corporations.



## **SPECIAL CONDITIONS OF CONTRACT**

- 1.0 The word 'Special Conditions' shall be understood to cover all elements effective in determining unit prices such as availability of materials, price of materials, quantity and quality of available labour and their cost, or every other factor whatsoever, of major or secondary importance which has to be accounted for in quoting prices.
- 2.0 For the work covered by the Technical Specifications (Section IV) the bidder has to furnish his overall percentage either '+' i.e., excess on ECV Value. The bidder need not indicate individual item rates for each and every item listed in Schedule.

Said quoted rates shall bind on the bidders and shall include any expense whatsoever in connection with the cost of technical staff and labour and every other charge connected with and incidental to the complete and through execution of work.

- 3.0 The contractor shall note that the scope of work and the quantity of individual items of work may vary to any extent (on the plus or minus side) as necessary during execution. The contractor shall be bound to execute all the works including above variation in quantity of individual items and extra items or additional items of work shall be executed by him as per the relevant clauses of the contract. In awarding the work against the subject specification to the contractor, APSPCL reserves the right to take out of the scope of the contract part of the work. The contractors shall have no claim for loss of profit sustained because some portions of the original contract have been allocated elsewhere, nor will this be reason for the contractors to increase/decrease the percentage for the remaining portion of the contract which he shall fulfill in accordance with the contract.

The preliminary estimated quantities given in the Schedule 'A' are not to be taken as binding figures and they may vary to any extent. These quantities have been provided only for the purpose of providing a comparison of various proposals and to give bidder approximate information as to the amount of work to be performed. The total value of work actually carried out shall be measured and paid for.

- 4.0 Technical specifications for major items are described in section IV of this document. For those items which may not be covered under Section IV, the contractors shall follow the relevant Indian Standard Specifications (latest edition) with the approval of the Engineer-in-charge.
- 5.0 The contractor shall be responsible for any delay and damage except due to force majeure reasons which are generally beyond their control and for this full justification elaborating such circumstances shall be furnished by them.
- 6.0 The rates quoted for subject work shall be excluding EPF and ESI/GIS which will be reimbursed by APSPCL on production of wage registers proof of actual remittances made and subject to the satisfaction of Engineer-in-charge that the said contribution done is only for the workers employed on this work. APSPCL will not reimburse any excess payment made by the contractor for EPF and ESI/GIS due to misinterpretation of law or any other reason. The stamp of "reimbursed" on the original challans of EPF & ESI shall be made by the bill admitting authority subject to the satisfaction of the Engineer in charge for its reimbursement of EPF & ESI.

- 7.0 The tenderer's shall quote his percentage excess on ECV value which shall include all taxes and excluding Goods & Service Tax, EPF and ESI as applicable for finished item of work.
- 8.0 The quoted rates for subject work shall be excluding GST which will be reimbursed by APSPCL on production invoice and subject to the satisfaction of Engineer-in-charge. APSPCL will not reimburse any excess payment made by the contractor for GST due to misconception of law or any other reason.
- 9.0 In case of contractors fails to complete the work at their quoted rates, the deposit will be forfeited by the APSPCL.

**10.0 The firm shall continue the employees of existing out source contractor only and employ the persons as advised and approved by the Superintending Engineer/Civil/APSPCL for all additional requirements / replacements.**

- 11.0 a) The firm shall pay the monthly wages to the outsourcing employees engaged by them as per details given below which includes 4% for providing amenities to the employees.

S.No	Employee	Wage/ Month (In Rs.)	Wage/ Day on paid holidays (In Rs.)
	<b>CORPORATE OFFICE</b>		
a)	Graduate Engineers	35,233.00	1,355.00
b)	Office Administrator cum PS to Managing Director/Chief Executive Officer	33,559.00	1,291.00
c)	Personal Secretary Cum Steno to Chief Operations Officer	27,609.00	1,062.00
d)	Diploma Engineer with AUTOCAD	27,459.00	1,056.00
e)	Accounts Assistant	26,413.00	1,016.00
f)	CAD Operator with General Degree	27,459.00	1,056.00
g)	Office Assistant	21,629.00	832.00
h)	Attenders/Office Boy/Literate Mazdoor	15,350.00	590.00
i)	Caretaker	15,948.00	613.00
j)	Housekeeping staff	14,901.00	573.00
k)	Driver	19,386.00	746.00
l)	Watchman	14,901.00	573.00
	<b>Ananthapuramu Ultra Mega Solar Park (1000 MW)</b>		
a)	Graduate Engineers	35,233.00	1,355.00
b)	Diploma Engineer	27,459.00	1,056.00
c)	ITI Electrician	19,835.00	763.00
d)	Caretakers	15,948.00	613.00
e)	Watch & Ward Staff	14,901.00	573.00

	<b>Ananthapuramu - II Ultra Mega Solar Park (500 MW)</b>		
a)	Graduate Engineers	35,233.00	1,355.00
b)	ITI Electrician	19,835.00	763.00
c)	Caretakers	15,948.00	613.00
d)	Watch & Ward Staff	14,901.00	573.00
	<b>Kurnool Ultra Mega Solar Park Site Office (1000 MW)</b>		
a)	Graduate Engineers	35,233.00	1,355.00
b)	Computer Operator	21,629.00	832.00
c)	ITI Electrician	19,835.00	763.00
d)	Caretakers	15,948.00	613.00
e)	Watch & Ward Staff	14,901.00	573.00
	<b>Kadapa Ultra Mega Solar Park Site Office (1000 MW)</b>		
a)	Graduate Engineers	35,233.00	1,355.00
b)	CAD Operator with General Degree	27,459.00	1,056.00
c)	ITI Electrician	19,835.00	763.00
d)	Watch & Ward Staff	14,901.00	573.00

**b) The firm shall pay travelling charges of Rs 4.75 for every KM lead (for to and pro fare and accommodation) to attend out station official duties. The certified tour dairy of the concerned Engineer-in-charge of the staff shall be produced while claiming the payment.**

**12.0 In case the engaged Person is absent on any particular day, recovery of wages shall be affected at the following rate.**

<b>S.No</b>	<b>Category of Employee</b>	<b>Rate per day to be deducted in Rs</b>
	<b>Corporate Office:</b>	
a)	Graduate Engineers	1,355.00
b)	Office Administrator cum PS	1,291.00
c)	Personal Secretary Cum Steno	1,062.00
d)	Diploma Engineer with AUTOCAD	1,056.00
e)	Accounts Assistant	1,016.00
f)	CAD Operator with General Degree	1,056.00
g)	Office Assistant	832.00
h)	Attenders/Office Boy/Literate Mazdoor	590.00
i)	Caretaker	613.00
j)	Housekeeping staff	573.00
k)	Driver	746.00
l)	Watchman	573.00

	<b>Field Offices at AUMSP, KUMSP and Kadapa UMSP:</b>	
a)	Graduate Engineers	1,355.00
b)	CAD Operator with General Degree	1,056.00
c)	Diploma Engineer	1,056.00
d)	Computer Operator	832.00
e)	ITI Electrician	763.00
f)	Caretakers	613.00
g)	Watch & ward staff	573.00

**13.0 The firm shall pay the wages by direct credit to the bank A/C's of the respective employee before 5<sup>th</sup> of succeeding month for the month engaged without fail. Payment of wages within 5<sup>th</sup> of every month is essence of the contract. If the firm fails to pay the wages before 5<sup>th</sup> of every month the contract is liable for cancellation duly forfeiting security deposits.**

14.0 CHANGE IN MINIMUM WAGES: The APSPCL may change the minimum wages from time to time. The firm shall pay the increase in minimum wages during the period of contract. The APSPCL will reimburse the difference in minimum wages along with the contractor's overheads after deducting the tender percentage.

15.0 The contractor shall maintain all necessary register such as Wages register, Attendance Register etc., in accordance with the contractor Labour Acts and relevant rules etc., in force;

16.0 The contractor shall remit the employee's share of EPF @ 12% and ESI @ 1.75% along with employer's share of EPF @ 13% and ESI @ 4.75% respectively to the concerned department and receipt of remittance of employer's share shall be furnished to the department when seeking refund of Employer's share.

17.0 The contractor shall insist for wearing safety shoes, helmets and other personal protective equipment, as specified from time to time, by the employees. **The expenditure incurred towards above amenities is included in the minimum wages paid to the staff.** The contractor should ensure that all safety measures are strictly followed while working.

**18.0 The Schedule rates (ECV) are excluding contractor over head / service charges. The firm shall quote over and above ECV towards contractor profit. The tenders quoted less than ECV will be rejected. The maximum tender percentage excess allowed is 8%.**

19.0 The contractor shall remit of Rs.100/- per annum per person which includes employee's share of Rs.30/- and employer's share of Rs.70/- to the Labour welfare fund and shall submit the proofs of remittance to Engineer – In – Charge and the same will be reimbursed to the contractor.

- 20.0 The outsourcing employees employed by the contractor shall be faithful and obedient. In case of any complaint, the contractor shall substitute the person as advised by the Superintending Engineer/Civil /APSPCL against whom such complaint was lodged and without causing any inconvenience. In all such cases the decision of the Superintending Engineer/Civil /APSPCL is final and binding at contractor.
- 21.0 Any damage to APSPCL's property on account of the contractor shall be borne by the contractor only;
- 22.0 In case of the contractor fails to remit the EPF/ESI contributions to the concerned department and fails to provide amenities, labour cess & welfare fund etc., the agreement shall be liable for termination.
- 23.0 The rate quoted shall be exclusive of terminal benefits i.e., retrenchment compensation. The terminal benefits i.e., retrenchment compensation equivalent to 15 days average pay for every completed one year of service will be reimbursed as per the rules of APGENCO as adopted by APSPCL on production of documentary proof.
- 24.0 APSPCL reserves the right to terminate the contract at any point of time during the agreement period without assigning any reason thereof. However, an advance notice will be given to the contractor to close the contract within one month from the date of such notice. Further, the contractor shall continue the contract even in the event of shifting of head quarters of APSPCL.

## **SCHEDULE-A**

### **BILL OF QUANTITIES**

- a) The quantities given are those upon which the Lump sum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract as set forth in the preliminary specifications of the A.P. Standard Specifications and other conditions and specifications of this contract.
- b) It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Engineer in charge and the cost calculated by measuring or weight at the respective prices without any additional charges for any necessary or contingent works connected therewith.
- c) For all items of work which are more than 10% in excess of the quantities shown in the bill of quantities the rate payable for excess quantities beyond 10% shall be either tender rate or the SS rate for the item plus or minus the overall tender percentage whichever is less. The SS rate means the rate within the estimate has been prepared for comparison with tenders.
- d) The rates quoted by the contractor are firm till completion of the work in all respects. No price variation of rates is allowed in case of delay in handing over of site to the contactors, if any by the department. However, corresponding extension of time will only be granted to the contactors.

<b>SCHEDULE-A</b>							
<b>Name of Work:- APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at Corporate and site offices.</b>							
<b>S. No</b>	<b>Qty</b>		<b>Description of Item</b>	<b>Rate (Rs. Ps.)</b>	<b>Per</b>		<b>Amount (Rs. Ps.)</b>
1			Providing office assistance for attending day to day works at Corporate office and Site offices as directed by the Engineer-in-charge inclusive of salary, allowances, supervision charges and over heads of the contractor but exclusive of Goods and Service Tax, EPF & ESI etc.				
<b>Corporate Office</b>							
a	84	Man Months	Graduate Engineers	35,233.00	1	Man Months	29,59,572.00
b)	12	Man Months	Office Administartor cum PS	33,559.00	1	Man Months	4,02,708.00
c)	12	Man Months	Personal Secretary Cum Steno	27,609.00	1	Man Months	3,31,308.00
d)	12	Man Months	Diploma Engineer with AUTOCAD	27,459.00	1	Man Months	3,29,508.00
e)	60	Man Months	Accounts Assistant	26,413.00	1	Man Months	15,84,780.00
f)	12	Man Months	CAD Operator with General Degree	27,459.00	1	Man Months	3,29,508.00
g)	12	Man Months	Office Assistant	21,629.00	1	Man Months	2,59,548.00
h)	72	Man Months	Attenders/Office Boy/Literate Mazdoor	15,350.00	1	Man Months	11,05,200.00
i)	12	Man Months	Caretaker	15,948.00	1	Man Months	1,91,376.00
j)	12	Man Months	Housekeeping staff	14,901.00	1	Man Months	1,78,812.00
k)	24	Man Months	Driver	19,386.00	1	Man Months	4,65,264.00
l)	12	Man Months	Watchman	14,901.00	1	Man Months	1,78,812.00
<b>Ananthapuramu Ultra Mega Solar Park Site Office</b>							
a)	36	Man Months	Graduate Engineers	35,233.00	1	Man Months	12,68,388.00
b)	12	Man Months	Diploma Engineer	27,459.00	1	Man Months	3,29,508.00
c)	36	Man Months	ITI Electrician	19,835.00	1	Man Months	7,14,060.00
d)	12	Man Months	Caretakers	15,948.00	1	Man Months	1,91,376.00

e)	24	Man Months	Watch & Ward Staff	14,901.00	1	Man Months	3,57,624.00
<b>Ananthapuramu - II Ultra Mega Solar Park (500 MW)</b>							
a)	12	Man Months	Graduate Engineers	35,233.00	1	Man Months	4,22,796.00
b)	24	Man Months	ITI Electrician	19,835.00	1	Man Months	4,76,040.00
c)	24	Man Months	Watch & Ward Staff	14,901.00	1	Man Months	3,57,624.00
d)	12	Man Months	Caretakers	15,948.00	1	Man Months	1,91,376.00
<b>Kurnool Ultra Mega Solar Park Site Office</b>							
a)	24	Man Months	Graduate Engineers	35,233.00	1	Man Months	8,45,592.00
b)	12	Man Months	Computer Operator	21,629.00	1	Man Months	2,59,548.00
c)	24	Man Months	ITI Electrician	19,835.00	1	Man Months	4,76,040.00
d)	12	Man Months	Caretakers	15,948.00	1	Man Months	1,91,376.00
e)	36	Man Months	Watch & Ward Staff	14,901.00	1	Man Months	5,36,436.00
<b>Kadapa Ultra Mega Solar Park Site Office</b>							
a	36	Man Months	Graduate Engineers	35,233.00	1	Man Months	12,68,388.00
b)	12	Man Months	CAD Operator with General Degree	27,459.00	1	Man Months	3,29,508.00
c)	48	Man Months	ITI Electrician	19,835.00	1	Man Months	9,52,080.00
d)	12	Man Months	Watch & Ward Staff	14,901.00	1	Man Months	1,78,812.00
2			Providing office assistance attending day to day works <b>during weekly offs</b> at corporate office and Site offices as directed by the Engineer-in-charge inclusive of salary, allowances, supervision charges and over heads of the contractor but exclusive of Service Tax, EPF & ESI etc.				
<b>Corporate Office</b>							
a	280	Man Days	Graduate Engineers	1,355.00	1	Man Days	3,79,400.00
b)	40	Man Days	Office Administartor cum PS	1,291.00	1	Man Days	51,640.00
c)	40	Man Days	Personal Secretary Cum Steno	1,062.00	1	Man Days	42,480.00



d)	40	Man Days	Diploma Engineer with AUTOCAD	1,056.00	1	Man Days	42,240.00
e)	200	Man Days	Accounts Assistant	1,016.00	1	Man Days	2,03,200.00
f)	40	Man Days	CAD Operator with General Degree	1,056.00	1	Man Days	42,240.00
g)	40	Man Days	Office Assistant	832.00	1	Man Days	33,280.00
h)	240	Man Days	Attenders/Office Boy/Literate Mazdoor	590.00	1	Man Days	1,41,600.00
i)	40	Man Days	Caretaker	613.00	1	Man Days	24,520.00
j)	40	Man Days	Housekeeping staff	573.00	1	Man Days	22,920.00
k)	80	Man Days	Driver	746.00	1	Man Days	59,680.00
l)	40	Man Days	Watchman	573.00	1	Man Days	22,920.00
<b>Ananthapuramu Ultra Mega Solar Park Site Office</b>							
a)	120	Man Days	Graduate Engineers	1,355.00	1	Man Days	1,62,600.00
b)	40	Man Days	Diploma Engineer	1,056.00	1	Man Days	42,240.00
c)	120	Man Days	ITI Electrician	763.00	1	Man Days	91,560.00
d)	40	Man Days	Caretakers	613.00	1	Man Days	24,520.00
e)	80	Man Days	Watch & Ward Staff	573.00	1	Man Days	45,840.00
<b>Ananthapuramu - II Ultra Mega Solar Park (500 MW)</b>							
a)	40	Man Days	Graduate Engineers	1,355.00	1	Man Days	54,200.00
b)	80	Man Days	ITI Electrician	763.00	1	Man Days	61,040.00
c)	80	Man Days	Watch & Ward Staff	573.00	1	Man Days	45,840.00
d)	40	Man Days	Caretakers	613.00	1	Man Days	24,520.00
<b>Kurnool Ultra Mega Solar Park Site Office</b>							
a)	80	Man Days	Graduate Engineers	1,355.00	1	Man Days	1,08,400.00
b)	40	Man Days	Computer Operator	832.00	1	Man Days	33,280.00
c)	80	Man Days	ITI Electrician	763.00	1	Man Days	61,040.00
d)	40	Man Days	Caretakers	613.00	1	Man Days	24,520.00

e)	120	Man Days	Watch & Ward Staff	573.00	1	Man Days	68,760.00
<b>Kadapa Ultra Mega Solar Park Site Office</b>							
a	120	Man Days	Graduate Engineers	1,355.00	1	Man Days	1,62,600.00
b)	40	Man Days	CAD Operator with General Degree	1,056.00	1	Man Days	42,240.00
c)	160	Man Days	ITI Electrician	763.00	1	Man Days	1,22,080.00
d)	40	Man Days	Watch & Ward Staff	573.00	1	Man Days	22,920.00
3	36000	KM	<b>Providing Conveyance to go to various APSPCL offices on outstation duty. (Site to Site &amp; head office to Site)</b>	5.00	1	KM	1,80,000.00
		<b>Total Pay for year</b>					<b>2,01,07,288.00</b>

### **PARTICULARS OF TENDERER**

**Name of the Work:** APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices.

Name of the Tenderer/ Contractor:

Name of the contact person responsible for the work:

Designation/ Status of the contact person:

Contact Details of the person responsible for the work:

Mobile Phone No.

Office Phone No.

Residence Phone No.

Any Other Phone No.

Present Address:

Permanent Address:

**PROFORMA FOR SELF DECLARATION**  
**(To be uploaded invariably along with bid documents)**

**Name of the work: APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices.**

**Tender Notice No. APSPCL-e-C- 28/2021-22/SE/Civil/APSPCL, Dt. 22.02.2022.**

\*\*\*\*

I/We ..... (Name and designation) authorized signatory of the tenderer, M/s ..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. \_\_\_\_\_ do here by solemnly of firm and state on the behalf of tenderer including its constituents as under:

- 1) I/We the tenderer(s) am / are signing this document after carefully reading the contents.
- 2) I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- 3) I/We hereby declare that I/We have downloaded the tender document from AP e-procurement portal. I/we have verified the contents of the tender document from the website and uploaded the required documents as per the tender specifications.
- 4) I/We hereby declare that I/We are fully qualified and eligible to bid for the work as per the eligibility criteria given in the tender notice.
- 5) I/We hereby declare that I/We have got the following minimum eligible criteria to bid for the work
  - a) The bidder shall be registered as **Class I** & above in any State or Central Govt. / State or Central PSU etc., (or) Registration in man power supply in any State or Central Govt. / State or Central PSU. Registration under process shall not be accepted.
  - b) **EMD** for an amount of **Rs.2,01,500.00** in the form of Bank Guarantee(Validity shall be minimum 6 Months)/Online Payment
  - c) Satisfactorily completed **Similar work** as a prime contractor of value not less than **Rs.01.01 Cr** during the financial years **2016-17 to 2020-21**.
  - d) Liquid assets or credit facilities or Solvency Certificate for minimum **Rs.33.51 Lakh** issued by Indian Nationalized or Scheduled Banks of not older than 12 Months.
  - e) The bidder has to furnish the qualification certificates of the Key personals.
  - f) The bidder has to furnish the PAN, GST, EPF, ESI Registration certificates, IT returns and Labour license.
- 6) I / we declare and certify that I / We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

- 7) I/we also understand that my / our offer will be evaluated based on the documents / credentials submitted along with the offer and same shall be binding upon me/us.
- 8) I/we declare that the information and documents submitted along with the tender by me/usa are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
- 9) I/we understand that any of the certificates regarding eligibility criteria submitted by us are found to be forged / false or incorrect at any time during process for evaluation of tenders and afterwards, it shall lead to forfeiture of tender EMD besides my / our offer shall be summarily rejected. I understand that the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting bidder based on the trigger/ recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for specified work/materials.
- 10) I/we also understand that if any of the certificates submitted by us are found to be false / forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and 5% retention amount besides any other action mentioned above.
- 11) I/We agree to keep the offer of this tender valid for a period of 180 days from the date of opening of tender and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, within the validity period, the earnest money deposited by me/ us will be forfeited to APSPCL.
- 12) I/We hereby distinctly and expressly declare and acknowledge that, before the submission of my/ our tender, I/We have carefully followed the instructions in the tender notice and have read the APSS and the Preliminary specifications therein.
- 13) I/We have not been black listed in any department due to any reasons.
- 14) I/We have not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and their registration had not been cancelled for a similar default in last two consecutive years.
- 15) I/We will agree to get disqualified themselves for any wrong declaration in respect of the above and get their tender summarily rejected duly forfeiting the EMD.
- 16) The soft copies uploaded by me/us are genuine. Any incorrectness / deviation noticed can be viewed seriously and apart from canceling the work duly forfeiting the Bid security, including suspension of business and/ or black listing.

Signature of the bidder  
With seal

### **BANK GUARANTEE PROFORMA**

**To,  
The Managing Director,  
APSPCL, Tadepalli.**

**Dear Sir,**

**Guarantee No** :  
**Amount of Bank Guarantee** :  
**Guarantee Cover From** :  
**Last Date for Lodgment of Claim** :

WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor") has undertaken, in pursuance of \_\_\_\_\_ for the work of \_\_\_\_\_.

AND WHEREAS it has been stipulated by you in the said tender that Rs. \_\_\_\_\_ of EMD amount shall be paid by the contractor for participating in the tender.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. \_\_\_\_\_, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. \_\_\_\_\_ (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the tender or of the Works to be performed there under or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ any demand in respect of this guarantee should reach the Bank not later than the above date.

Not with standing anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_.
2. This Bank Guarantee shall be valid up to \_\_\_\_\_.
3. We are liable to pay the Guarantee amount or any part thereof under this bank guarantee only and only if the beneficiary / Govt. serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).

It is in the best interest of the beneficiaries to check up the genuiness of the Guarantee with the branch you may contact us and you may confirm the guarantees through fax.

DATE:

SIGNATURE OF THE BANK

## **BANK ACCOUNT MANDATE FORM**

### **ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS**

**A. DETAILS OF ACCOUNT HOLDER:**

<b>NAME OF ACCOUNT HOLDER</b>	
<b>COMPLETE CONTACT ADDRESS</b>	
<b>TELEPHONE NUMBER/FAX/E.MAIL</b>	

**B. BANK ACCOUNT DETAILS :**

<b>NAME OF THE BANK</b>	
<b>BRACH NAME &amp; ADDRESS</b>	
<b>WHETHER THE BRANCH IS COMPUTERISED?</b>	
<b>WHETHER THE BRANCH IS RTGS ENABLED ? IF YES, THEN WHAT IS THE BRANCH'S <u>IFSC CODE</u></b>	
<b>IS THE BRANCH IS ALSO NEFT ENABLED ?</b>	
<b>TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)</b>	
<b>COMPLETE BANK ACCOUNT NUMBER</b>	

**DATE OF EFFECT:** \_\_\_\_\_

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the APSPCL responsible.

**Signature of Contractor**

Date:

Certified that the particulars furnished above are correct as per our records.

**Signature of Banker**

(Bank's Stamp)

Date:



## **INTEGRITY PACT**

Between

**Andhra Pradesh Solar Power Corporation Private Limited** hereinafter referred to as "**APSPCL**",

And

..... herein after referred to as "**The Bidder / Contractor**"

The APSPCL intends to call tenders and award the work under laid down organizational procedures, contract/s for the work of "**APSPCL – Providing office assistance from 01-04-2022 to 31-03-2023 at corporate office and site offices.**"

The APSPCL and the Bidders shall value the full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in bidding and as well as execution of contracts and both the parties shall adhere to the following.

### **1. Commitments of the APSPCL**

- a. No employee of the APSPCL, personally or through family members, will in connection with the tender or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The APSPCL will, during the tender process treat all Bidder(s) with equity and reason. The APSPCL will in particular, before *and* during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

### **2. Commitments of the Bidder(s)/ contractor(s)**

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the APSPCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the APSPCL as part of the business

relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3. If the Bidder(s)/Contractor(s), before award or during execution commits a transgression through a violation of clause 2, above or in any other form such as to put his reliability or credibility in question, the APSPCL is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and exclusion in future tenders.
4. If the APSPCL disqualifies the Bidder(s) from the tender process prior to the award as per clause 3 above, the APSPCL is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
5. If the APSPCL terminates the contract or if the APSPCL is entitled to terminate the contract according clause 3 above, the APSPCL shall be entitled to demand and recover from the contractor liquidated damages of the Contract value or the amount equivalent to Performance Guarantee.
6. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
7. The Integrity Pact begins from the date of tender notification and expires after the contractor receives the last payment under the contract.

\_\_\_\_\_  
(For & On behalf of the APSPCL)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

Witness 2 :  
(Name & Address)